

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO WESTERN
DIVISION

RENEA TURNER
2737 Woodthrush Road
Springfield Ohio 45502

3 : 22 CV 014 .

Plaintiff,

vs.

MERCEDES-BENZ USA, LLC
1 Mercedes-Benz Drive
Sandy Springs, GA 30328

Defendant,

COMPLAINTS FOR PERSON INJURIES AND PRODUCT LIABILITY WITH DEMAND FOR
JURY TRIAL

COMPLAINTS

NOW COMES, the Plaintiff Renea Turner On behalf of herself States her Complaints for Personal Injuries and Product Liability against the Defendant Mercedes-Benz USA, LLC and files this Complaint and States as follows:

INTRODUCTION

1. Mercedes-Benz Is one of the largest vehicle manufacturers in the world, with more than 2.1 million units sold in 2016.
2. Mercedes Benz sold 373,651 units in the United States in 2016
3. Mercedes Benz specializes in providing a luxurious, high performance line of vehicles including Sedan's, SUV's, coupes, roadsters, convertibles and more.
4. Mercedes Benz sells millions of vehicles every year which accounts for 93.9 billions of dollars in revenue in 2016.
5. Since it's founding in 1926, Mercedes Benz has been at the forefront of the premium vehicle market.

FACTULE BACKGROUND AND ALLEGATIONS

6. Plaintiff alleges that Mercedes Benz engaged in the practice of misrepresenting the safety of the vehicle. As a result of this practice Mercedes Benz vehicle has harmed the Plaintiff.
7. Defendant intentionally and with actual malice sent Plaintiff a letter dated June 8th 2018 Exhibit A States state's "crown jewels"
8. Plaintiff is among the millions of consumers who purchased one of the Mercedes Benz vehicles during the year 2016. Plaintiff seeks damages, restitution, and injunctive relief for the false and misleading marketing . Plaintiff will seek reasonable attorney fees as this lawsuit seeks enforcement of an important right affecting the public interest in satisfied is the statutory requirement for an award of attorney fees if needed. Plaintiff is currently filing this lawsuit pro se. Plaintiff relied on Mercedes Benz misrepresentation in purchasing the vehicle, and would not have purchased the vehicle had facts regarding the true safety of the vehicle were disclosed.
9. Defendants omitted, concealed, and inadequately provided critical safety information regarding the use of Mercedes Benz in order to induced as purchase and use.
10. Defendants engaged in and continued to engage in conduct likely to mislead consumers including Plaintiff. Defendant conduct is fraudulent, unfair, and unlawful.
11. Defendant intentionally and maliciously with actual malice did not perform a inspection to identify and confirm why the SRS system airbags did not deploy at the time of the Plaintiffs January 22nd, 2018 estimated 85 MPH head on impact. [NOTE* SRS System Components include airbags, airbag control unit, emergency seatbelt tensioners, belt force limiters, crash sensors and front passenger seat occupancy sensors. So from this point forward Plaintiff will refer to all SRS system components listed in the section marked NOTE* will just be stated as SRS system.]
12. Defendant maliciously and intentionally with actual malice induced harm on Plaintiff with Negligence arising due to Defendant not performing the inspection as to why the SRS system did not deploy during Plaintiffs head on car crash.
13. Plaintiff had done her due diligence by calling Mercedes Benz Corporate Office within 3 days of the January 22nd 2018 car crash to report personal injuries due to SRS system product failed to deploy in Plaintiffs Mercedes-Benz causing life altering harm to the Plaintiff and reporting a product liability claim that the SRS system airbags did not deploy and demanded an inspection to see why the SRS system product failed and did not deploy.
14. Defendant Intentionally and maliciously with actual malice, fraud and Negligence arising due to Defendant not perform any investigations or even go on the premises to inspect the Plaintiffs car even after the car was stored for approximately 5 months more then enough time for Defendant to perform inspections and diagnostics to see why the car was defective. Defendant did acknowledge having the address where the Mercedes-Benz was stored and that the Plaintiffs Mercedes-Benz was completely totaled according to Plaintiffs Automotive insurance company.

15. Defendant Breach of warranty, unfair business practices, misrepresentation, unjust enrichment, fraudulent misrepresentation, emotional distress, fraud and negligence arising out of Defendant manufacturer, design, distribution and sales of Mercedes-Benz brand automobiles defective SRS systems. Defendants Negligence, intentionally and maliciously with actual malice induced harm on Plaintiff by not follow the law in performing an inspection to see why the SRS system failed. Therefore causing additional unneeded financial harm to the plaintiff by not allowing Plaintiff to be rightful eligible according to the OHIO DISCLOSURE INFORMATION FORM states "IMPORTANT: If this vehicle is defective, you may be entitled under state law to a replacement or compensation." The Plaintiff signed upon purchase dated 05/20/2016 with the VIN number of the new Mercedes-Benz. Which would have cost the Defendant approximately \$63,000 just for replacement not including medical cost for ongoing physical, mental and consequential damages. Such as Causing financial losses, business losses due to life altering injuries caused by Defendant defective airbags component in the SRS system. Plaintiff loss of businesses not being able to work due to life altering injuries.
16. Defendant intentionally and maliciously did not inspect Plaintiffs car Because they would have had to add the E-350 4matic sports to their already long recall list for SRS system airbags deployment issues.
17. Defendants Conduct was fraudulent, unfair and unlawful viciously and intentionally concealing by not performing an adequate inspection on a critical safety feature such as the SRS system in the Mercedes Benz. Therefore Defendant engaged in Negligence and actual malice causing life altering harm or death by continuing to engage in conduct by misleading consumers of the critically unsafe nature of Defendant's automobiles by refusing to do their lawful due diligence by performing an inspection on the SRS system of Plaintiffs crashed vehicle where the SRS system airbags did not deploy.
18. Defendant knowingly and with actual malice did not perform an inspection of Plaintiffs defective SRS system. Defendant Unfair business practices, misrepresentation, unjust enrichment, fraudulent misrepresentation, emotional distress, fraud and negligence arise out of Defendant not report the product defective SRS system to the NHTSA. [NOTE* NHTSA process is as follows. They send a VOQ (Vehicle Owner Questionnaire) to get the fact pertaining to the accident. Meanwhile they send ODI (Office of Defects Investigation) and DAD (Defects Assessment Division) and EA (Engineering Analysis) and RMD (Recall Management Division) then they proceed to a hearing with the Defendant as the car manufacturer to immediately file recalls on that make and model Mercedes-Benz. Therefore adding it to their already long recall list. Witch is why the Defendant did not follow the law by reporting to the NHTSA also by not legally investigating why the SRS System failed during the Plaintiffs January head on impact car crash.
19. Defendant also intentionally and knowingly with actual law malice, including because it callously ignored the consequences of Defendant lack of action by not follow the strict (NHTSA) National Traffic and Motor Vehicle Safety Act by reporting the Defendant's defective SRS system during Plaintiffs car crash. That requires the Defendant as the manufacturer to immediately file a report to the NHTSA so

the NHTSA could start their process and start procedures by performing inspections to see why the Defendants vehicle was defective and what caused the product to be defective. Therefore the Defendant did not allow NHTSA to maintain safe vehicles on our highways and keep other's like the Plaintiff from financial and physical harm and death to themselves and other's. Witch is why the NHTSA exist. NOTE* as stated by NHTSA "In 2009, approximately 30,000 lives were lost on our national highways although 30,000 reflect a 28% decrease in traffic fatalities since 2006, much can still be done to address this issue on our nation's highway traffic crashes are the primary calls are the primary cause of debilitating injuries in the United States and the number one killer of Americans under the age of 34 in addition to staggering emotional cost, the Annual economic loss to society because of these crashes, in terms of worker's productivity, medical costs, insurance cost, etc, is estimated at more than \$230 billion Clearly there is a need for dramatic improvement in motor vehicle safety getting unsafe vehicles off the road is integral to improving safety and saving lives. Manufacturers voluntarily initiate many of these recalls, while others are either influenced by NHTSA investigations or ordered by NHTSA via the courts. If a safety defect is discovered, the manufacturer must notify NHTSA, as well as vehicle or equipment owners dealers and distributors. The manufacturer is then required to remedy the problem at no charge to the owner. NHTSA is responsible for monitoring the manufacturers corrective action to ensure successful completion of the recall campaigns." Defendant according to the Civil Penalty Settlement Amounts quarterly statement Defendant was Penalized in 2019 for failure to timely notify owners of the existence of a defect, failure to timely file certain quarterly reports and recall communications, failure to update recall reports when information became available, [like my claim] and untimely recall penalties of \$13 million \$20 million total civil penalties.

JURISDICTION, AND VENUE

20. Plaintiff Renea Turner resides in Clark County Ohio.
21. Defendant Mercedes-Benz Is a foreign corporation with its principal place of business being located at 1 MERCEDES BENZ Drive, Sandy Springs, Georgia 30328, North Fulton County.
22. There exist complete diversity of citizenship between plaintive and Mercedes Benz.
23. The amount in controversy greatly exceeds Seventy-Five Thousand Dollars (\$75,000.00) Exclusive of interest, cost, and attorney' fees if I pursue an attorney, as required to substance subject-matter jurisdiction in this Court.
24. This Court has subject-matter jurisdiction over this matter pursuant to 28 U.S.C. 1332 (a)
25. This Court is the proper venue for this action pursuant to 28 U.S.C. Section 1391 because a substantial part of the events, acts, and omissions giving rise to the claim herein occurred in this District. Plaintiff resides in this District, and the incident occurred in this District. Additionally, Mercedes Benz advertised, sold, and distributed its Mercedes-Benz, which are the subject-matter of this lawsuit in this District.

26. Venue is proper in this judicial district pursuant to 28 U.S.C. 1331 (a)(1) because the Defendant conduct business to meet the minimal contact requirements in this District and pursuant to 28 U.S.C. 1331 (a)(2), a substantial part of the events giving rise to the claims asserted herein occurred in this District.

JANUARY 22ND 2018 CAR CRASH

27. Plaintiff Renea Turner on January 22nd 2018 was the owner of the 2016 E-350 4matic Sport Mercedes Benz and purchase the vehicle from Crown Mercedes Benz of Dublin Ohio.
28. Plaintiff Renea Turner on January 22nd 2018 at approximately 1:20 a.m. was traveling at a rate of 30 MPH North on North Fountain Avenue in Springfield Ohio when the on coming large white SUV or van was traveling at very high rate of speed estimated an illegal 60 MPH. Plaintiff had seen the driver coming at a very high speed and heading South in the straight lane which was 2 lanes over from the Plaintiff. The other driver at the very last second crossed over two lanes and hit the Plaintiff on the front driver's side. The driver that caused the crash hit and ran. The driver was never caught.
29. Plaintiff was wearing her seat belt when Plaintiff was struck but the Plaintiff was immediately knocked unconscious and suffered financially, physically, mental and consequential damages due to the SRS System defective failure.

CAUSE OF ACTION

COUNT I: BREACH OF EXPRESSED

30. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this complaint as though fully set forth herein.
31. Defendants especially warranted to Plaintiff that "all-new Mercedes-Benz vehicles are protected by their New Vehicle Limited Warranty, covering defects in materials or workmanship for 48 months or 50,000 miles, whichever comes first." Defendant also made other express warranties, alleging, the express warranties were part of the basis of the bargain for Plaintiff. Plaintiff Entitled Under State Law.
32. Defendant represented and advertise that their automobiles, were luxury, top of the line cars, built to the highest standard, and were safe for their intended use. Defendant advertised and represent that the safety-first features of Mercedes-Benz "set as standard that all automobiles eventually follow".
33. Defendant slogan is "The best or nothing." according to their website, " The three-point star doesn't just identify a Mercedes-Benz. It represents over a century of tradition, a commitment quality, and a promise to always shine brighter than ever before."
34. According to Mercedes-Benz website, "Luxury through peace of mind. To deliver the best or nothing, safety must come first. it's why we devote so much time to a moment

we hope never happens, and why every Mercedes-Benz is engineered to make an accident less severe, less damaging, and even less likely."

35. Defendant "Accident Investigation" section of Mercedes-Benz website, "Just a few pieces of data can mean the difference between a collision and a close call. That is why we created the Mercedes Benz Accident Investigation team, a special unit in show unit in Stuttgart, Germany dedicated to gathering and evaluating information that has potential to save lives across the world. From impact speed to collision angles, the data collected at the scene informs are ongoing improvement of safety features and has led to the development of groundbreaking technology".
36. Plaintiff has been financially injured because Plaintiff unknowingly paid for a vehicle with a defective SRS system component the airbags. Plaintiff would not have purchased or paid a premium price for the vehicle had she been made aware of a potentially defective component in the SRS system.
37. Defendant breached the express warranty by sell Mercedes-Benz automobiles with a known potentially defective and unsafe airbags component in the SRS System in the Mercedes-Benz vehicle. As a result of Defendant breaches, Plaintiff suffer damages and are entitled to restitution, including but not limited to, the replacement cost of a new Mercedes-Benz vehicle. Defendant by failing to cover Plaintiff replacement or compensation according to the Ohip Disclosure Information entitling the Plaintiff due to a defective vehicle, also the Manufacturer Warranty breached expressed warranties.

WHEREFORE, Plaintiff prays that this court enters judgment against Defendant.

DAMAGES

- a. Defendant breach of express Warranty
- b. Actual, compensatory, and consequential damages;
- c. Attorney fees and costs;
- d. For other relief, the court deems Justin proper.

COUNT II

BREACH OF WARRANTY

37. Plaintiff incorporates by this reference the allegations set forth in the paragraphs above as that's above as if fully set forth herein.

38. Under Mercedes Benz " New Vehicle Warranty Coverage Documents"
<http://extendedlimitedwarranty.mercedesbenzofaustin.com/new-vehicle-warrantycov>
document, Defendant, Mercedes-Benz, claims it's warranty extends to consumers and "the any authorized dealer will make repair our replacements necessary at no charge to correct defects in material or workmanship on any vehicle parts and/or systems."

39. As a direct improximate result of the Mercedes Benz breach of warranty, Plaintiff suffered damages in an amount to be proven at trial.

WHEREFORE, Plain to praise that this court enters judgment on her behalf And against defendant after a jury trial provides:

- a. Defendants breach material terms of promise to Plaintiff;
- b. Actual, capensatory, and consequential damages;
- c. In favor of Plaintiff For compensatory damages for breach of warranty;
- d. In favor of Plaintiff and against the Defendant for punitive damages in an amount to be determined at trial;
- e. In favor of Plaintiff against Defendant for attorney's fees and costs; and
- f. For other relief, the court deems just and proper.

COUNT III
PRODUCT LIABILITY

40. Plaintiff incorporates by this reference the allegations set forth in the paragraphs above as if fully set forth herein.

40. Product liability applies to any product which, if defective, may be expected to cause physical harm to the consumer or user. The purpose of product liability is to ensure that the cost of injuries resulting from defective product are borne by those who manufacture and market such products. *Hebel v. Sherman Equipment*, 92 Ill. 2d 368 (1982).

41. The elements of a product liability actions are: (1) the Plaintiff was injured by the product; (2) the Plaintiff's injury was caused by a defective and unreasonably dangerous condition of the product; and (3) the defect existed when the product left the Defendant hands.

42. Defendant failed to follow proper Procedures by the manufacturer to investigate Why the SRS system component airbag did not deploy on impact . Defendant did not send accident investigation team to gather evidence and evaluate what What component of the SRS system failed.

43. Defendant Did not follow NHTSA Guidelines. Plaintiff called Defendant and defendant didn't follow NHTSA Guidelines by immediately reporting the product failure of the SRS system component airbag.

44. As the proximate cause and legal result of the defective condition of Mercedes Benz as manufactured and distributed by Defendant, and as a direct and legal result of the conduct of Defendant described herein Plaintiff has been damaged.

WHEREFORE , Plaintiff prays that this Court enters judgment on her behalf and against Defendant after a jury trial provides:

- a. Defendant breach material terms of promise to Plaintiff;
- b. Actual, compensatory, in consequential damages;
- c. In favor of Plaintiff and against Defendant for compensatory damages for product liability;

- d. In favor of Plaintiff and against Defendant for punitive damages in an amount to be determined at trial;
- e. Is in favor of Plaintiff for attorney fees and costs; and
- f. For other relief, the court deems just and proper.

COUNT IV

INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS

45. Plaintiff incorporates by this reference the allegations set forth in paragraphs above as if fully set forth herein.

46. The the act, omission, and representation of Defendant regarding the manufacturing, and marketing of Mercedes-Benz as described in the foregoing paragraphs or intentional, reckless, extreme, and outrageous. Defendant it intentionally engage in extreme and outrageous conduct when they intentionally and recklessly marketed Mercedes Benz and then intentionally and recklessly concealed material information about Mercedes Benz potential serious adverse effects to Plaintiff.

47. Dependent knew that the Plaintiff would suffer mental distress, physical, financial, and anxiety upon experiencing and unexpected Malfunction of the SRS system component airbags not deploying during a crash. Furthermore, Defendant knew that catastrophic event could cause or possess a likelihood of serious adverse effects and possible life threatening injuries including death.

48. As a result of Defendant misconduct, Plaintiff substained and will continue to sustain emotional, physical ,financial and mental distress and anxiety.

49. Defendant intentionally and with actual malice. Defendant sent Plaintiff a bragging letter dated June 8th 2018. "crown jewels" Labeled Exhibit A States in the third paragraph " crown jewels" to this day gives me an instant Migraine That I already suffer from due to the Defective SRS component airbags not deploying during my January 22nd 2018 car crash.

50. As the proximate cause and legal result of the defective condition of Mercedes Benz vehicle as manufactured As the proximate cause and legal result of the defective condition of Mercedes Benz vehicle as manufactured by Defendant, and as direct and legal result of the conduct of Defendant described here in, Plaintiff has been damaged.

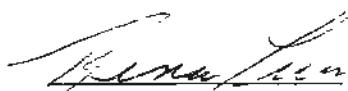
WHEREFORE, Plaintiff pray that this court enters judgment on her behalf and against Defendant after a jury trial provides:

- a. Defendant breach material terms of promise to Plaintiff;
- b. Actual, compensatory, consequential and and punitive damages;
- c. In favor of Plaintiff and against Defendant for compensatory damages for intentional infliction of emotional distress;

- d. In favor of plaintiff against the defendant for punitive damages in the amount of \$20 million for the letter dated June 8th 2018 stating "crown jewels "
- e. In favor of Plaintiff for attorney fees and costs for other relief the "ourt deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Seeks judgment against defendant, Plaintiff re- alleges and re- asserts every allegation contained in the above paragraphs of this complaint as is fully set forth herein. Plaintiff also request and pray that this Court take in consideration that this document was drawn up Pro se although may not be perfect but I'm doing the best I can with what I have to get through this devastating time.


Renea Turner Pro Se
2737 Woodthrush Road
SPRINGFIELD, OHIO 45502

1-14-22
Date

MERCEDES-BENZ USA, LLC
1 Mercedes-Benz Drive
Sandy Springs, GA 30328